

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or the below named inventors are the original, first and joint inventors (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **METHOD FOR DETECTING ANALYTES**, the Specification of which:

☐ is attached hereto.
☒ was filed on **March 29, 2005** as Application Serial No. **10/529,700**.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

I acknowledge the duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability of the subject matter claimed in this application, as "materiality" is defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim priority benefits under Title 35, United States Code, § 119 or 365(b) of any foreign application(s) for patent, United States provisional application(s), or inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent, United States provisional application, or inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed:

PRIORITY APPLICATION(S)			Priority Claimed
PCT/DE 03/03253	WIPO	September 30, 2003	Yes
(Number)	(Country)	(Date Filed)	Yes/No
DE 102 45 644.5	Germany	September 30, 2002	Yes
(Number)	(Country)	(Date Filed)	Yes/No

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below or any PCT international application(s) designating the United States listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose all information known to me to be material to patentability of the subject matter claimed

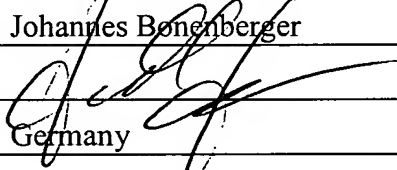
in this application, as "materiality" is defined in Title 37, Code of Federal Regulations, § 1.56, which become available between the filing date of the prior application and the national or PCT international filing date of this application: None.

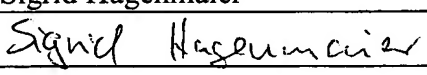
(Application Serial No.)	(Filing Date)	(Status)
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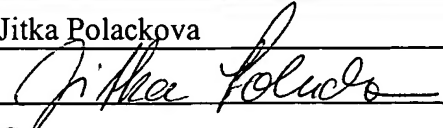
(Application Serial No.)	(Filing Date)	(Status)
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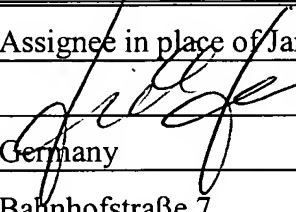
I hereby direct that all correspondence and telephone calls be addressed to Steven L. Highlander, Fulbright & Jaworski L.L.P., 600 Congress Avenue, Suite 2400, Austin, Texas 78701, (512) 474-5201.

I HEREBY DECLARE THAT ALL STATEMENTS MADE OF MY OWN KNOWLEDGE ARE TRUE AND THAT ALL STATEMENTS MADE ON INFORMATION AND BELIEF ARE BELIEVED TO BE TRUE; AND FURTHER THAT THESE STATEMENTS WERE MADE WITH THE KNOWLEDGE THAT WILLFUL FALSE STATEMENTS AND THE LIKE SO MADE ARE PUNISHABLE BY FINE OR IMPRISONMENT, OR BOTH, UNDER SECTION 1001 OF TITLE 18 OF THE UNITED STATES CODE AND THAT SUCH WILLFUL FALSE STATEMENTS MAY JEOPARDIZE THE VALIDITY OF THE APPLICATION OR ANY PATENT ISSUED THEREON.

Inventor's Full Name:	Johannes Bonenberger	
Inventor's Signature:		Date: Feb 8, 2006
Country of Citizenship:	Germany	
Residence Address: (street, number, city, state, and/or country)	Steinbruchweg 13 87437 Kempten Germany	
Post Office Address: (if different from above)		

Inventor's Full Name:	Sigrid Hagenmaier	
Inventor's Signature:		Date: Feb 8, 2006
Country of Citizenship:	Germany	
Residence Address: (street, number, city, state, and/or country)	Straubstr. 31 89081 Ulm Germany	
Post Office Address: (if different from above)		

Inventor's Full Name:	Jitka Polackova	
Inventor's Signature:		Date: 2-8-2006
Country of Citizenship:	Germany	
Residence Address: (street, number, city, state, and/or country)	Donaustr. 17 89231 Neu-Ulm Germany	
Post Office Address: (if different from above)		

Inventor's Full Name:	Assignee in place of Jan Von Kampen : Cibites GmbH + Co. KG	
Inventor's Signature:	 (JOHANNES BONENBERGER Managing Director)	Date: Feb 8, 2006
Country of Citizenship:	Germany	
Residence Address: (street, number, city, state, and/or country)	Bahnhofstraße 7 89269 Vöhringen Germany	
Post Office Address: (if different from above)		

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
Johannes Bonenberger *et al.*

Serial No.: 10/529,700

Filed: March 29, 2005

For: METHOD FOR DETECTING ANALYTES

Group Art Unit: Unknown

Examiner: Unknown

Atty. Dkt. No.: DEBE:056US

ELECTION UNDER 37 C.F.R. §§ 3.71 AND 3.73
AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

The undersigned, being Assignee of record of the entire interest in the above-identified application by virtue of an assignment recorded in the United States Patent and Trademark Office as set forth below, hereby elects, under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventors.

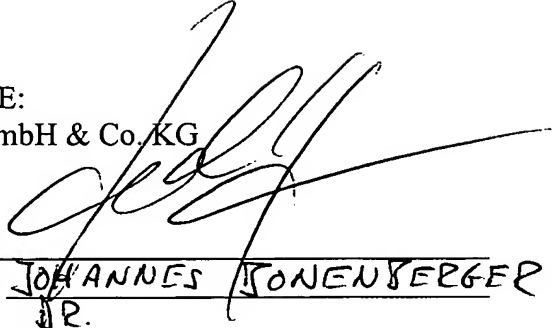
The Assignee hereby revokes any previous Powers of Attorney and appoints all attorneys or agents associated with Customer Number **32425**, each of whom is an attorney or agent with the firm of FULBRIGHT & JAWORSKI L.L.P., as its attorney or agent, for so long as they remain with such firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent.

Pursuant to 37 C.F.R. § 3.73, the undersigned has reviewed the evidentiary documents, specifically the Assignment to Cibitest GmbH & Co. KG, referenced below, and certifies that to the best of my knowledge and belief, title remains in the name of the Assignee.

Please direct all communications as follows:

Steven L. Highlander
FULBRIGHT & JAWORSKI L.L.P.
600 Congress Avenue, Suite 2400
Austin, Texas 78701
(512) 474-5201

ASSIGNEE:
Cibitest GmbH & Co. KG

By: 
Name: JOHANNES JONENBERGER
Title: SR.

Date: 8th February 2006

ASSIGNMENT:

- ☒ Concurrently filed
☐ Previously recorded

Date: _____

Reel: _____

Frames: _____

Anstellungsvertrag

Zwischen

Firma Cibitest GmbH & Co. KG , Boschstraße 3, 89231 Neu-Ulm

und

Herrn Dr. Jan von Kampen, geb. 29.05.1962, wohnhaft in
Bahnhofstr. 7, 89269 Vöhringen

wird folgender Arbeitsvertrag geschlossen:

1. Herr von Kampen nimmt als Diplom-Biologe ab 01.01.2002 die Tätigkeit eines Testentwicklers im biotechnologischen Entwicklungslabor auf.
2. Der Arbeitsvertrag wird auf unbestimmte Dauer abgeschlossen. Voraussetzung für das Zustandekommen des Vertrages ist eine Förderung durch das Arbeitsamt nach den Richtlinien zur "Aktion Beschäftigungshilfen für Langzeitarbeitslose".

Es wird eine Probezeit von 6 Monaten vereinbart. Die Kündigungsfrist innerhalb der Probezeit beträgt 4 Wochen zum Monatsende.

Danach kann der Vertrag von beiden Vertragsparteien unter Einhaltung einer Kündigungsfrist von sechs Wochen zum Quartalsende gekündigt werden.

Die Kündigung bedarf der Schriftform.

3. Die wöchentliche Arbeitszeit beträgt 40 Stunden.
Darüber hinausgehende Mehrarbeit wird in Freizeit abgegolten.
4. Mit Herrn von Kampen wird ein Monatsgehalt brutto in Höhe von EUR [REDACTED] in der Probezeit und EUR [REDACTED] nach Ablauf der Probezeit vereinbart, das monatlich jeweils zum 1. des Folgemonats ausbezahlt wird.

Eine Leistungsprämie bis maximal zur Höhe eines Monatslohnes kann gemäß der erbrachten Leistungen und der wirtschaftlichen Verhältnisse des Betriebes gewährt werden.

Ein 13. Monatsgehalt wird daher nicht gewährt.

Es besteht keinerlei rechtlicher Anspruch auf einmalig oder öfters gewährte Prämien bzw. Vergütungen, auch wenn diese im Einzelfall vorbehaltlos gewährt werden.

Anstellungsvertrag – Herr Dr. von Kampen / Cibitest GmbH & Co. KG

5. Herr von Kampen hat einen Urlaubsanspruch von 27 Arbeitstagen pro Jahr.

Die Inanspruchnahme einesurlaubes durch muß grundsätzlich mit den Belangen des Unternehmens abgestimmt sein.

6. Herr von Kampen verpflichtet sich, alle ihm durch seine Tätigkeit bei Cibitest GmbH & Co. KG anvertrauten oder bekanntgewordenen Geschäftsvorgänge geheimzuhalten.

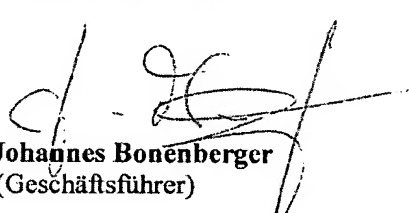
Dies schließt auch die Verpflichtung nach dem Bundesdatenschutzgesetz §5/2 ein. Verstöße gegen diese Regelung werden umgehend von der Firma Cibitest GmbH & Co. KG zur Anzeige gebracht und strafrechtlich verfolgt.

Herr von Kampen verpflichtet sich, bei Beendigung des Arbeitsverhältnisses alle im Eigentum des Unternehmens stehenden Unterlagen zurückzugeben und eine entsprechende schriftliche Erklärung über die Vollständigkeit der abgegebenen Unterlagen zu unterzeichnen.

7. Nebenabreden bedürfen der Schriftform.

8. Änderungen und Ergänzungen des Arbeitsvertrages einschließlich von Nebenabreden sind nur wirksam, wenn sie schriftlich vereinbart werden.

Neu-Ulm, den 20.12.2001



Dr. Johannes Bonenberger
(Geschäftsführer)



Dr. Jan von Kampen

Employment Contract

Between

the company Cibitest GmbH & Co. KG, Boschstraße 3, 89231 Neu-Ulm

and

Mr. Dr. Jan von Kampen, born on 29.05.1962, residing in Bahnhofstraße 7, 89269 Vöhringen

the following contract of employment has been concluded:

1. Mr. von Kampen, who is a graduated biologist, takes up employment as a test developer in the biotechnological development laboratory starting 01.01.2002.
2. The contract of employment is made for an undefined period of time. The appropriation of subsidies by the government employment office according to the guidelines concerning the "Employment support for the long term unemployed-Campaign" is a condition precedent to the conclusion of this contract.

A probation period of six months is agreed upon. During the probation period, this contract may be cancelled as of the end of the month by giving 4 weeks prior notice.

Following this probation period, the contract may be cancelled by either party as of the end of the quarter by giving six weeks prior notice.

The notice of cancellation must be made in writing.

3. The working hours shall be 40 hours per week.

Overtime shall be compensated by granting of time off.

4. A gross monthly salary in the amount of EUR XXXXX during the probation period and EUR XXXXX following the probation period is agreed upon with Mr. von Kampen, which will be paid monthly on the 1st of the subsequent month.

An incentive bonus not exceeding the amount of one month's salary may be granted according to the work performed and the economical development of the company. Therefore, a 13th month's salary shall not be granted.

There is no obligation to grant once-only or reiterated bonuses and payments, respectively, even if they have been granted in particular cases without reservation.

5. Mr. von Kampen's entitlement to vacation shall comprise 27 working days per year.

On principle, any vacation request shall be in consistence with the interests of the company.

6. Mr. von Kampen agrees to keep all business activities confidential, which have been confided to him or come to his attention due to his work at Cibitest GmbH & Co. KG.

This also includes the obligations under the federal data protection law § 5/2.

Any infringement of this law will be promptly reported for prosecution by Cibitest GmbH & Co. KG.

Following the termination of this employment contract, Mr. von Kampen shall return all records of the company and confirm the completeness of these records in writing.

7. Subsidiary agreements shall be made in written form.
8. Amendments and additions to this employment contract including any subsidiary agreements shall only effective, if they are agreed upon in written form.

Neu-Ulm, the 20.12.2001

Dr. Johannes Bonenberger
(Managing director)

Dr. Jan von Kampen

STATEMENT UNDER 37 CFR 3.73(B)Applicant/Patent Owner: Johannes Bonenberger et al.Application No./Patent No. 10/529,700Filed/Issue Date: March 29, 2005Entitled: METHOD FOR DETECTING ANALYTESCibitest GmbH & Co. KG

(Name of Assignee)

, a Corporation

(Type of Assignee, e.g., corporation, partnership,

university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ Copies of assignments or other documents in the chain of title are attached.[NOTE: A separate copy (*Le.*, a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.081]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Printed or Typed Name, Title

Telephone Number

Cibitest GmbH & Co. KG

DEBE:056US

Company Name

File Code